

Apprenticeship Training Services Order Form (Service Level Agreement)

Framework details

Title: Apprenticeship Training Services
 Reference: SBS/17/GR/ZWM/9172
 Framework Start Date: 23rd June 2017
 Framework Max End Date: 22nd June 2021
 NHS SBS Contacts: [REDACTED]

Service level agreement details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement and any of the agreed upon Supplementary Agreements.

Period of the Service Level Agreement (SLA)	Effective Date	17 th March 2021	Expiry Date	17 th September 2022
Completion Date (if applicable)	Date	17 th September 2022		

Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.


Completion date is not the date by which all obligations under the SLA have to be discharged, but the date by which 'practical completion' must be certified. That is, the date by which the works have been completed and the client can take possession of the site, albeit there may be very minor items outstanding that do not affect beneficial occupancy by the client.

Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	Aspire Development UK
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	Commercial Director
Address of Supplier	Aspire Development, Suite 2.15, Holmfield Mills Business Centre, Holdsworth Road, Halifax, HX3 6SN
Signature of Authorised Signatory	[REDACTED]
Date of Signature	10/03/2021

Customer SLA Signature panel

The "Customer"	
Name of Customer	National Institute for Health and Care Excellence (NICE)
Name of Customer Authorised Signatory	[REDACTED]
Job Title	Associate Director- HR
Contact Details email	[REDACTED]
Contact Details phone	[REDACTED]
Address of Customer	NICE, Level 1A City Tower, Piccadilly Plaza, Manchester, M1 4BT

Signature of Customer Authorised Signatory	
Date of Signature	16.03.21

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Aspire Development UK and National Institute for Health and Care Excellence (NICE) for the provision of Apprenticeship Training Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Apprenticeship Training Services covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of goods and/or service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Apprenticeship Training related services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the Apprenticeship Training Services provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Contract Managers

The primary Contract Managers from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary contract managers** associated with this SLA.

Apprenticeship Training Services Supplier Contact: 

Apprenticeship Training Services Customer Contact: 

4. Periodic Review

This Agreement is valid from the **17th March 2021** outlined herein and is valid until the **17th September 2022** as agreed.

5. Service Requirements

A. Goods and/or Services Provided

Please detail the goods and/or services that will be provided by the Supplier to the Customer

Delivery of the Operations/Departmental Manager Level 5 Apprenticeship Standard for [REDACTED] staff members at NICE.

B. Supplementary Conditions of Contract

The terms of the NHS SBS Apprenticeship Training Services Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

N/A

C. Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

NICE's business hours are 9am-5pm. Employees work flexible hours between 8am-6pm.
Aspire Development UK's business hours are 9am-5:30pm.

D. Price/Rates

Level 5 Operational Departmental Manager Apprenticeship Standard- [REDACTED]

Total cost for [REDACTED] learners- £77,000

E. Sub-contracting (if applicable)

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

N/A

F. Invoicing

Please detail any specific invoicing requirements here

The apprenticeship standard will be paid through NICE's digital levy account.

G. Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, NICE and Aspire Development UK should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for NICE, clause 22 of schedule 1, Appendix A Call of Terms and Conditions for the Provision of Service, shall apply.

H. Audit Process

Please detail any Customer audit requirements

NICE may wish to conduct an audit of Aspire Development UK to ensure compliance with agreed terms and conditions. In such a case NICE will give 5 business days' notice and book an appointment.

I. Termination

The standard procedure is detailed below

Persistent failure by Aspire Development UK to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by NICE to maintain levels of service.

Prior to termination the complaints and escalation procedure outlined in Appendix B Complaints Handling Policy should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, NICE will be allowed to terminate the SLA immediately.

6. Other Requirements

Please list and agree the key requirements of the service

NA

A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

Should either party wish to vary the contract, one month's notice shall be given, the revised requirements discussed, formally agreed and detailed in a contract variation letter to be signed by both parties.

B. Other Specific Requirements

Please list any agreed other agreed requirements

The contract shall be reviewed on a quarterly basis.

Agenda for quarterly review meetings is:

- a) Performance of Aspire Development UK when assessed in accordance with KPIs since last such performance report
- b) Complaints from or on behalf of apprentices or line managers, their nature, and the way in which Aspire Development UK has responded to such complaints since the last review meeting
- c) Status report in relation to the progress of apprentices
- d) Review of management information, trends, and usage
- e) AOB